

1 BILL NO. S-86-03- 23

2 SPECIAL ORDINANCE NO. S- 52-86

3 AN ORDINANCE approving Contract
4 for Improvement Res. #6041-86,
5 for Curb & Sidewalk, Oxford NPI
6 '86, by and between the City of
7 Fort Wayne, Indiana and Hipskind
8 Asphalt Corporation, in connection
9 with the Board of Public Works and
Safety.

10 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
11 THE CITY OF FORT WAYNE, INDIANA:

12 SECTION 1. That Contract for Improvement Res. #6041-86,
13 for Curb & Sidewalk, Oxford NPI '86, by and between the City of
14 Fort Wayne, Indiana, and Hipskind Asphalt Corporation, in con-
15 nection with the Board of Public Works and Safety, for:

16 the improvement of curbs and side-
17 walks on the following:

18 WARSAW STREET FROM BOLTZ TO DALMAN
19 (BASE BID);

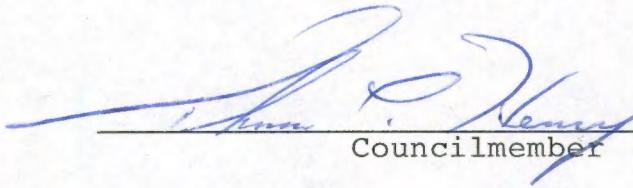
20 MONROE STREET FROM BOLTZ TO DALMAN
21 (ALTERNATE I);

22 DALMAN AVE. FROM WARSAW TO HANNA
23 (ALTERNATE II);

24 THIS AREA IS ALSO KNOWN AS OXFORD
25 NPI '86;

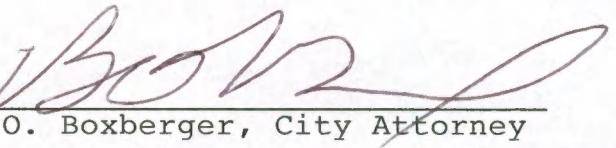
26 involving a total cost of One Hundred Fifty-Two Thousand One
27 Hundred Seventy-Eight and 40/100 Dollars (\$152,178.40), (\$42,749.80,
28 Base; \$34,674.00, Alternate I; \$74,754.60, Alternate II), all as
more particularly set forth in said Contract, and which is on file
in the Office of the Board of Public Works and Safety and is by
reference incorporated herein, made a part hereof and is hereby
in all things ratified, confirmed and approved.

29 SECTION 2. That this Ordinance shall be in full force
30 and effect from and after its passage and any and all necessary
31 approval by the Mayor.

32 
John P. Henry
Councilmember

1 Page Two

2 APPROVED AS TO FORM
3 AND LEGALITY

4 
5 Bruce O. Boxberger, City Attorney

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Read the first time in full and on motion by Henry,
seconded by Stier, and duly adopted read the second time,
by title and referred to the Committee Public Works (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne
Indiana, on _____, the _____, 19_____, at _____ o'clock _____.M.,E.

DATE: 3-25-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry,
seconded by Stier, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

| | <u>AYES</u> | <u>NAYS</u> | <u>ABSTAINED</u> | <u>ABSENT</u> | <u>TO-WIT:</u> |
|--------------------|-------------|-------------|------------------|---------------|----------------|
| <u>TOTAL VOTES</u> | <u>8</u> | <u>—</u> | <u>—</u> | <u>1</u> | <u>—</u> |
| <u>BRADBURY</u> | <u>✓</u> | <u>—</u> | <u>—</u> | <u>—</u> | <u>—</u> |
| <u>BURNS</u> | <u>✓</u> | <u>—</u> | <u>—</u> | <u>—</u> | <u>—</u> |
| <u>EISBART</u> | <u>✓</u> | <u>—</u> | <u>—</u> | <u>—</u> | <u>—</u> |
| <u>GiaQUINTA</u> | <u>—</u> | <u>—</u> | <u>—</u> | <u>✓</u> | <u>—</u> |
| <u>HENRY</u> | <u>✓</u> | <u>—</u> | <u>—</u> | <u>—</u> | <u>—</u> |
| <u>REDD</u> | <u>✓</u> | <u>—</u> | <u>—</u> | <u>—</u> | <u>—</u> |
| <u>SCHMIDT</u> | <u>✓</u> | <u>—</u> | <u>—</u> | <u>—</u> | <u>—</u> |
| <u>STIER</u> | <u>✓</u> | <u>—</u> | <u>—</u> | <u>—</u> | <u>—</u> |
| <u>TALARICO</u> | <u>—</u> | <u>—</u> | <u>—</u> | <u>—</u> | <u>—</u> |

DATE: 4-8-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. 1-52-86,
on the 8th day of April, 1986.

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 9th day of April, 1986,
at the hour of 1:00 o'clock P. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 10th day of April,
1986, at the hour of 10 - o'clock A M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

PROJECT: OXFORD NPI '86

RESOLUTION / 6041-86

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| Check if contained | Pages | |
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| X | 1 | Cover Sheet |
| X | II - III | Instruction to Bidders |
| X | S1 | Schedule |
| X | | Schedule of Items (Itemized Proposal) |
| X | GP1 - GP17 | General Provisions |
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| X | | Special Conditions |
| X | | Plans and Specifications |
| | | Drawings |
| X | | Improvement Resolution |
| X | | Notice to Bidders |

ATTACHMENTS

| | |
|---|--|
| X | Certification of Non-Segregated Facilities |
| X | Non-Collusion Affidavit |
| X | Bidder's Bond |
| X | Performance Bond |
| X | Sworn Experience Questionnaire |
| X | Plan and Equipment Questionnaire |
| X | Contractor Financial Statement 96-A |
| X | Certificate in Lieu of Financial Statement |
| X | Prevailing Wage Scale - State of Indiana |
| X | Federal Wage Scale |
| X | Payment Bond |
| X | Warranty Bond |
| X | Barricade Info. & Anti-Apartheid Certificate |

BID SUBMITTED

ACCEPTANCE OF BID/AWARD OF CONTRACT

Contractor HIPS KIND CONCRETE Corp.

City of Fort Wayne
Board of Public Works

By Patton D. Hisle

Board of Public Works
David J. Kier

1st President

Offer Date 3-19-86

Laurence D. Conrad

Compliance: Jr. Adams

Bidder agrees to keep bid open for acceptance for ____ days (90 days unless otherwise specified.)

O.C. 12/84

R O U V - Fed

* NOTE: Award will be made on this form.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeroe is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership
_____ %.

For WBE specify percentage of women ownership
_____ %.

B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm
_____ (cross out inapplicable provision)
is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____ & participation (employees) _____ & participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____ & (cross out inapplicable provision).

- C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

| <u>Name of Firm</u> | <u>Address</u> | <u>Type of Work</u> |
|--------------------------------|----------------|---------------------|
| 1. VERNICE MARY'S ASPHALT | | |
| 2. ARDMORE ASPHALT | | |
| 3. LOUIS ESQUIVEL TREE SERVICE | | |

- D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

| <u>Name of Firm</u> | <u>Address</u> | <u>Type of Work</u> |
|------------------------|----------------|---------------------|
| 1. STATE WIDE TRUCKING | | |
| 2. M & S LANDSCAPE | | |
| 3. | | |

- E. (Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met)

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(attach additional sheets as necessary)

Contractor HIPS KUD CONCRETE
By James D. Franklin
Its President

Contractor _____
By _____
Its _____

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board of Works has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons:

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

(attach additional sheets if necessary)

Contractor Hipskind Concrete Corp
By Dan D Hipskind
Its President

15. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY, EXECUTIVE ORDER 11246.

(Applicable to All Bids on Federally Assisted Procurement Contracts and Subcontracts in Excess of \$10,000.00

A. The Offereor's or Bidder's attention is called to the "Equal Opportunity Clause and the "Standard Federal Equal Employment Specifications" set forth herein.

B. The goals and timetable for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all procurement work in the covered area, are as follows:

| Time- Tables | Goals for minority participation for each trade | Goals for female participation in trade |
|-----------------|---|---|
| | Insert goals for each year | Insert goals for each year |

4.4 6.9

These goals are applicable to all the Contractor's procurement work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs procurement work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each bidder is required to submit with his bid a fully executed Certificate of Non-Segregated Facilities.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: 3-19, 1986 H. PSKIND CONCRETE CORP

(Name of Bidder)

By

Peter D. Kaplan

President

Title

Official Address (including
ZIP code):

5502 MASON DR

City 46809

It is the policy of Hipskind Concrete Corp that
(Company)

equal employment opportunity be afforded to all qualified persons without regard to race, religion, color, sex, or national origin.

In support of this policy Hipskind Concrete Corp will not
(Company)

discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

The Hipskind Concrete will take affirmative action
(Company)

to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action will include but not be limited to:

RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT, HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, RATES OF PAY OR OTHER FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.

Hipskind Concrete Corp
(Name of Company)

Ronald Hipskind
(Signature of Company Official)

3 - 19 - 86

(Date)

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Pat Hipskind
(name)

(position)

, the President
of Hipskind Concrete Corp
(company)

hereby certify:

(1) That the Financial Statement of said company, dated the 22nd
day of May, 1985, now on file in the office of the Board of
Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by
reference incorporated herein and made a part hereof, is a true and correct
statement and accurately reflects the financial condition of said company as of
the date hereof;

(2) That I am familiar with the books of said company showing its financial
condition and am authorized to make this certificate on its behalf.

Dated: 3-19-86

Pat Hipskind
(signature)

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said
County and State, this 99th day of March, 1986.

Frank J. Kugart

My commission expires:

April 19, 1987

NON-COLLUSION AFFIDAVIT

The Bidder, by its officers and HIPSICND CONCRETE GRP
Patrick D Hipskind

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Hipskind Concrete
By Patrick D Hipskind
President

Subscribed and sworn to before me by
this 19 th day of March

My Commission Expires:

April 19, 1987

Patrick D Hipskind, 19 86
Martha Enhart
Notary Public
Resident of Allen County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19 _____.

My Commission Expires:

Notary Public
Resident of _____ County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19 _____.

My Commission Expires:

Notary Public
Resident of _____ County, IN

Contract No.

ITEMIZED PROPOSAL

CONTRACTOR: HIPS Kind Concrete

PROJE OXFORD NSA "86"

RES. NO: 6041-86

TOTAL:

42,749.80

SHEET 1 OF 3

Note: Contractor will be paid on measured quantities only at unit price bid

ITEMIZED PROPOSAL

CONTRACTOR: Hipskull Concrete

PROJ: OXFORD NSA ALTERNATE # 1

RES. NO: 6041-86

TOTAL:

34,674 00

Sheet 2 of 3

Note: Contractor will be paid on measured quantities only at unit price bid.

ITEMIZED PROPOSAL

CONTRACTOR:

PROJ: OXFORD NSA ALTERNATE # 2

RES. NO: 6041-86

TOTAL:

74,754.60

Sheet 3 of 3

Note: Contractor will be paid on measured quantities only at unit price bid.

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Hipskind Concrete Corp., Ft. Wayne, IN

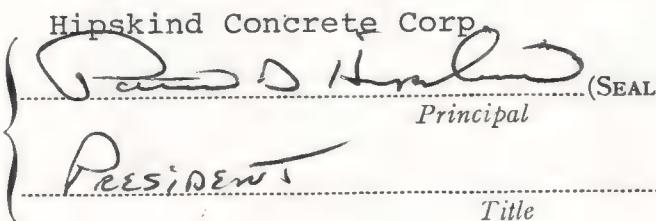
, as Principal, (hereinafter called the "Principal"), and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Baltimore, Maryland, a corporation duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto City of Fort Wayne, Fort Wayne, IN

as Obligee, (hereinafter called the "Obligee"), in the sum of 5% of Contractor's Maximum Bid Dollars (\$), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Resolution 6041-86 Curb and Sidewalk

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

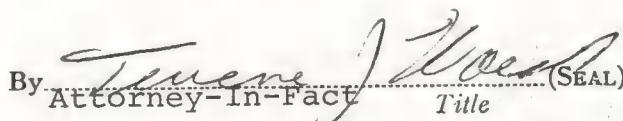
Signed and sealed this 12th day of March A.D. 1986


 Hipskind Concrete Corp
 (SEAL)
 Principal
 President
 Title

Witness

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
 Surety


 Witness

By 
 Attorney-In-Fact
 (SEAL)
 Title

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Hipskind Concrete Corp, does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of Hipskind Concrete Corp, that Patricia D Hipskind does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 19th day of March, 1986.

Hipskind Concrete Corp
(Name of Bidder/Vendor)

David Hipskind president
(Name and Title of Person Signing)

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE

Labor and Material Payment Bond

Note: This bond is issued simultaneously with Performance Bond in favor of the owner conditioned on the full and faithful performance of the contract.

KNOW ALL MEN BY THESE PRESENTS:

Hippskind Concrete Corporation

That.....

5502 Mason Dr., Ft. Wayne, IN 46809 (Here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, with its home office in the City of Baltimore, Maryland, U. S. A., as Surety, hereinafter called Surety, are held and firmly bound unto..... City of Fort Wayne

(Here insert the name and address or legal title of the Owner)
as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Forty-two thousand Seven Hundred Forty-Nine dollars and 80/100

Dollars (\$ 42,749.80) (Here insert a sum equal to at least one-half of the contract price), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated March 21 19 86, entered into a contract with Owner for Resolution 6041-86 Curb & Sidewalks

in accordance with drawings and specifications prepared by.....

(Here insert full name, title and address)
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

(a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

(b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this..... 21st

day of March A.D. 19 86
HIPSCHILD CONCRETE CORPORATION

In the presence of:

(SEAL)
Principal

Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By (SEAL)
Attorney-In-Fact Title

Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That Hipskind Concrete Corporation

(Here insert the name and address or legal title of the Contractor)

5502 Mason Dr., Ft. Wayne, IN 47809

as Principal, hereinafter called Contractor, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, with its home office in the City of Baltimore, Maryland, U. S. A., as Surety, hereinafter called Surety, are held and firmly bound unto City of Fort Wayne

(Here insert the name and address or legal title of the Owner)

as Obligee, hereinafter called Owner,

in the amount of Forty-two thousand seven hundred forty-nine and 80/100

Dollars (\$ 42,749.80), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated March 21 1986, entered into a contract with Owner for Resolution 6041-86 Curb & Sidewalks

in accordance with drawings and specifications prepared by

(Here insert full name, title and address)
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 21st day of March A.D. 1986

In the presence of:

HIPSKIND CONCRETE CORPORATION

(SEAL)

Principal

Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Karen L. Blair

By *Terrance J. Reed* (SEAL)
Attorney-in-Fact *Title*

Admn. Appr.

TITLE OF ORDINANCE Contract for Improvement for Curb & Sidewalk #6041-86, Oxford NPI '86

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The Contract for Improvement Resolution for curb and sidewalk,
6041-86 is for the improvement of curbs and sidewalks on the following:

WARSAW STREET FROM BOLTZ TO DALMAN (BASE BID)

J-86-03-23

MONROE STREET FROM BOLTZ TO DALMAN (ALTERNATE I)

DALMAN AVE. FROM WARSAW TO HANNA (ALTERNATE II)

THIS AREA ALSO KNOWN AS OXFORD NPI '86

Hipskind Concrete is the Contractor

EFFECT OF PASSAGE Improved curb & sidewalks at above location.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$42,749.80 Base
34,674.00 Alt. I
74,754.60 Alt. II

ASSIGNED TO COMMITTEE

BILL NO. S-86-03-23

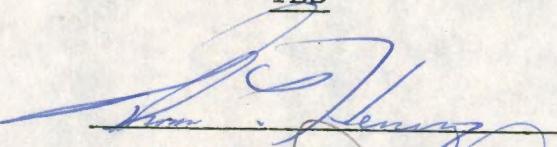
REPORT OF THE COMMITTEE ON PUBLIC WORKS

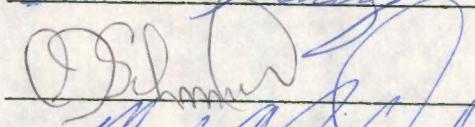
WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract
for improvement Res. #6041-86, for Curb & Sidewalk, Oxford NPI'
86, by and between the City of Fort Wayne, Indiana and Hipskind
Asphalt Corporation, in connection with the Board of Public Works
and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(~~RESOLUTION~~)

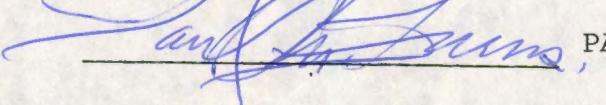
YES

NO


THOMAS C. HENRY
CHAIRMAN


DONALD J. SCHMIDT
VICE CHAIRMAN


MARK E. GIAQUINTA


PAUL M. BURNS


CHARLES B. REDD

CONCURRED IN 4-8-86

SANDRA E. KENNEDY
CITY CLERK